



AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM LEHMAN PROGRAM SECURITY

TO: THE DEBTOR AND THE BANKRUPTCY COURT

1. For value received, the adequacy and sufficiency of which are hereby acknowledged, **DEUTSCHE BANK SPA** ("Seller"), acting on behalf of one customer (the "Customer") hereby unconditionally and irrevocably sells, transfers and assigns to **BANCA CREDITO EMILIANO SPA** (the "Purchaser"), acting on behalf of one or more of its customers (together with its customers, the "Purchaser"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the nominal amount specified in Schedule 1 attached hereto (the "Purchased Claim"), in Seller's right, title and interest in and to **Proof of Claim Number 56259** filed by or on behalf of Seller] (the "Proof of Claim") against Lehman Brothers Holdings, Inc., debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP) (the "Debtor"), (b) all rights and benefits of Seller and its Customer relating to the Purchased Claim, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Claim or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Claim, whether under a plan or reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptcy Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Claim, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Claim, and (iv) any and all of Seller's and its Customer's right, title and interest in, to and under the transfer agreements, if any, under which Seller and its Customer or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Claim, but only to the extent related to the Purchased Claim, (c) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the "Transferred Claims"), and (d) the security or securities (any such security, a "Purchased Security") relating to the Purchased Claim and specified in Schedule 1 attached hereto.

2. Seller hereby represents and warrants to Purchaser that: (a) the Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) the Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on <http://www.lehman-docket.com> as of July 17, 2009; (c) Seller and its Customer owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer; (e) the Proof of Claim includes the Purchased Claim specified in Schedule 1 attached hereto; and (f) neither Seller nor its Customer has engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsecured creditors.

3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.

4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without

limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.

5. Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.

6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to the Proof of Claim.

7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this 3rd day of June 2013.

CREDITO EMILIANO SPA

By: 

Name: Giorgio Ferrari

Title: Chairman of the board

Via Emilia San Pietro, n.4

42121 Reggio Emilia, Italy

Attn. Efsio Bertrand

Phone 0039 0522 582

Fax 0039 0522 583129

e-mail ebertrand@credem.it

DEUTSCHE BANK S.P.A.

By: 

Name: Gianfranco Tita

Title: Legal Counsel

Piazza del Calendario, 3

20126 Milano, Italy

By: 

Name: Massimo Serva

Title: Legal Counsel

Piazza del Calendario, 3

20126 Milano, Italy

e-mail : corpact.italy@db.com

Schedule 1

Transferred Claims

Purchased Claim

USD 128,994.49 of USD 8,744,686.65 (i.e. the outstanding amount of the Proof of Claim dated 28 October 2009)

Lehman Programs Securities to which Transfer Relates

Description of Security	ISIN/CUSIP	Issuer	Guarantor	Principal/Notional Amount	Maturity	Accrued Amount (as of Proof of Claim Filing Date)
LEHMAN BROTHERS TREAS.BV 7%/LINKED 30.12.2004/2016 EUR	XS0208459023	LEHMAN BROTHERS TREASURY BV	Lehman Brothers Holdings Inc.	EUR 45,000.00 equivalent to USD 63,679.50	12/30/2016	EUR 45,636.89 equivalent to USD 64,580.76
LEHMAN BROTHERS TREAS.BV 7,5%/VAR.RATE 16.02.05/15 EUR	XS0211093041	LEHMAN BROTHERS TREASURY BV	Lehman Brothers Holdings Inc.	EUR 45,000.00 equivalent to USD 63,679.50	02/16/2015	EUR 45,518.85 equivalent to USD 64,413.73



IN THE UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK



Form 210A

United States Bankruptcy Court

SOUTHERN DISTRICT OF NEW YORK

In re LEHMAN BROTHERS HOLDINGS INC., et. al., DEBTORS

Case No. 08-13555 (JMP)
JOINTLY ADMINISTERED

TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a).
Transferee hereby gives evidence and notice pursuant to Rule 300 1(e)(2), Fed. R. Bankr. P., of the transfer,
other than for security, of the claim referenced in this evidence and notice.

Credito Emiliano S.p.A.

Name of Transferee

Deutsche Bank SpA

Name of Transferor

Name and Address where notices to transferee
should be sent:

Court Claim #: 56259
Total Amount of Claim: \$ 8.744.686,65

Credito Emiliano S.p.A.
Via Gandhi 2/C
42123 Reggio Emilia
Italy
Attn: Stefania Catellani
E-mail: scatellani@credem.it

Date Claim Filed: October, 29 2009
Partial claim transferred: \$128,994.49

Phone: 0039 0522 582464
Last Four Digits of Acct #: N/A

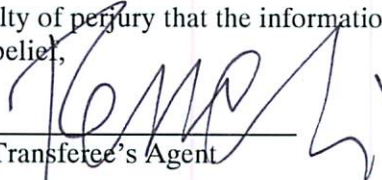
Phone:
Last Four Digits of Acct. #: N/A

Name and Address where transferee payments
should be sent (if different from above):

Phone: [inserire contatto telefonico del ricevente il pagamento per conto del cessionario]
Last Four Digits of Acct #: N/A


[Inserire riferimenti bancari del cessionario]

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of
my knowledge and belief.

By: 
Transferee/Transferor's Agent

Date: July, 16 2013

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both 18
U.S.C. §1152 & 3571.

United States Bankruptcy Court/Southern District of New York Lehman Brothers Holdings Claims Processing Center c/o Epiq Bankruptcy Solutions, LLC FDR Station, P.O. Box 5076 New York, NY 10150-5076		LEHMAN SECURITIES PROGRAMS PROOF OF CLAIM Filed: USBC - Southern District of New York Lehman Brothers Holdings Inc., Et Al. 08-13555 (JMP) 0000056259	
In Re: Lehman Brothers Holdings Inc., et al., Debtors.	Chapter 11 Case No. 08-13555 (JMP) (Jointly Administered)		
Note: This form may not be used to file claims other than those based on Lehman Programs Securities as listed on http://www.lehman-docket.com as of July 17, 2009			
Name and address of Creditor: (and name and address where notices should be sent if different from Creditor) Deutsche Bank S.p.A. Piazza del calendario, 3 20126 Milano Italy Attention: Mr. Andrea Moioli		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: _____ (If known) Filed on: _____	
Telephone number: +39 02 40243864 Email Address: andrea.moioli@db.com		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.	
Name and address where payment should be sent (if different from above) Telephone number: _____ Email Address: _____			
1. Provide the total amount of your claim based on Lehman Programs Securities. Your claim amount must be the amount owed under your Lehman Programs Securities as of September 15, 2008, whether you owned the Lehman Programs Securities on September 15, 2008 or acquired them thereafter, and whether such claim matured or became fixed or liquidated before or after September 15, 2008. The claim amount must be stated in United States dollars, using the exchange rate as applicable on September 15, 2008. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the claim amounts for each Lehman Programs Security to which this claim relates. Amount of Claim: <u>See attached</u> (Required)			
<input checked="" type="checkbox"/> Check this box if the amount of claim includes interest or other charges in addition to the principal amount due on the Lehman Programs Securities.			
2. Provide the International Securities Identification Number (ISIN) for each Lehman Programs Security to which this claim relates. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the ISINs for the Lehman Programs Securities to which this claim relates. International Securities Identification Number (ISIN): <u>See attached</u> (Required)			
3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electronic Reference Number, or other depository blocking reference number, as appropriate (each, a "Blocking Number") for each Lehman Programs Security for which you are filing a claim. You must acquire a Blocking Number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the Blocking Numbers for each Lehman Programs Security to which this claim relates. Clearstream Bank Blocking Number, Euroclear Bank Electronic Instruction Reference Number and or other depository blocking reference number: <u>See attached</u> (Required)			
4. Provide the Clearstream Bank, Euroclear Bank or other depository participant account number related to your Lehman Programs Securities for which you are filing this claim. You must acquire the relevant Clearstream Bank, Euroclear Bank or other depository participant account number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). Beneficial holders should not provide their personal account numbers. Accountholders Euroclear Bank, Clearstream Bank or Other Depository Participant Account Number: <u>See attached</u> (Required)			
5. Consent to Euroclear Bank, Clearstream Bank or Other Depository: By filing this claim, you consent to, and are deemed to have authorized, Euroclear Bank, Clearstream Bank or other depository to disclose your identity and holdings of Lehman Programs Securities to the Debtors for the purpose of reconciling claims and distributions.			
Date: October 28, 2009	Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any. Name: Flavio Valeri Title: Chief Executive Officer		
Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571			

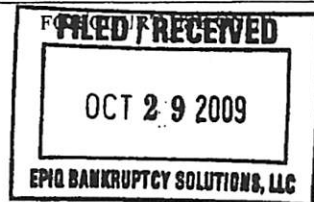


EXHIBIT 1

ISIN Code	Euroclear electronic instruction reference #	Euroclear account #	Issuer	Nominal amount
XS0162289663	6059143	92225	LEHMAN BROTHERS TREASURY CO. BV	EUR 50,000.00
XS0163559841	6059146	92225	LEHMAN BROTHERS TREASURY CO. BV	EUR 411,000.00
XS0176153350	6059159	92225	LEHMAN BROTHERS TREASURY CO. BV	EUR 1,298,000.00
XS0178969209	6059160	92225	LEHMAN BROTHERS TREASURY CO. BV	EUR 98,000.00
XS0181945972	6059166	92225	LEHMAN BROTHERS TREASURY CO. BV	EUR 58,000.00
XS0185655445	6059168	92225	LEHMAN BROTHERS TREASURY CO. BV	EUR 881,000.00
XS0189294225	6059170	92225	LEHMAN BROTHERS TREASURY CO. BV	EUR 265,000.00
XS0195431613	6059178	92225	LEHMAN BROTHERS TREASURY CO. BV	EUR 228,000.00
XS0200284247	6059185	92225	LEHMAN BROTHERS TREASURY CO. BV	EUR 101,000.00
XS0202417050	6059189	92225	LEHMAN BROTHERS TREASURY CO. BV	EUR 397,000.00
XS0208459023	6059196	92225	LEHMAN BROTHERS TREASURY CO. BV	EUR 340,000.00
XS0210782552	6059207	92225	LEHMAN BROTHERS TREASURY CO. BV	EUR 78,000.00
XS0211093041	6059210	92225	LEHMAN BROTHERS TREASURY CO. BV	EUR 175,000.00
XS0211814123	6059227	92225	LEHMAN BROTHERS TREASURY CO. BV	EUR 800,000.00
XS0218304458	6059245	92225	LEHMAN BROTHERS TREASURY CO. BV	EUR 360,000.00
XS0220152069	6059253	92225	LEHMAN BROTHERS TREASURY CO. BV	EUR 339,000.00
XS0301086475	6059301	92225	LEHMAN BROTHERS TREASURY CO. BV	EUR 171.00
ISIN Code	Monte Titoli blocking #	Monte Titoli account #	Issuer	Nominal Amount
IT0006578600	82142386	63104	LEHMAN BROTHERS TREASURY CO. BV	EUR 16,000.00

EXHIBIT 2

ISIN Code	Nominal amount (FOREIGN CURRENCY)	Interest** (FOREIGN CURRENCY)	Total (FOREIGN CURRENCY)	Nominal Amount (USD)*	Interest (USD)*	Total (USD)*
IT0006578600	EUR 16,000.00	EUR 116.73	EUR 16,116.73	11,306.62	82.49	11,389.11
XS0162289663	EUR 50,000.00	EUR 544.44	EUR 50,544.44	35,333.19	384.74	35,717.93
XS0163559841	EUR 411,000.00	EUR 4,132.46	EUR 415,132.46	290,438.84	2,920.26	293,359.10
XS0176153350	EUR 1,298,000.00	EUR 24,131.78	EUR 1,322,131.78	917,249.66	17,053.06	934,302.72
XS0178969209	EUR 98,000.00	EUR 1,569.58	EUR 99,569.58	69,253.06	1,109.17	70,362.22
XS0181945972	EUR 58,000.00	EUR 676.67	EUR 58,676.67	40,986.50	478.18	41,464.68
XS0185655445	EUR 881,000.00	EUR 9,628.42	EUR 890,628.42	622,570.84	6,804.05	629,374.90
XS0189294225	EUR 265,000.00	EUR 1,824.59	EUR 266,824.59	187,265.92	1,289.37	188,555.29
XS0195431613	EUR 228,000.00	EUR 772.46	EUR 228,772.46	161,119.36	545.87	161,665.22
XS0200284247	EUR 101,000.00	EUR 1,730.19	EUR 102,730.19	71,373.05	1,222.66	72,595.71
XS0202417050	EUR 397,000.00	EUR 6,134.64	EUR 403,134.64	280,545.54	4,335.13	284,880.67
XS0208459023	EUR 340,000.00	EUR 4,812.07	EUR 344,812.07	240,265.71	3,400.52	243,666.22
XS0210782552	EUR 78,000.00	EUR 1,204.10	EUR 79,204.10	55,119.78	850.89	55,970.67
XS0211093041	EUR 175,000.00	EUR 2,017.76	EUR 177,023.29	123,666.17	1,425.88	125,092.05
XS0211814123	EUR 800,000.00	EUR 6,918.03	EUR 806,918.03	565,331.07	4,888.72	570,219.80
XS0218304458	EUR 360,000.00	EUR 2,360.66	EUR 362,360.66	254,398.98	1,668.19	256,067.17
XS0220152069	EUR 339,000.00	EUR 926.23	EUR 339,926.23	239,559.04	654.53	240,213.57
XS0301086475	EUR 171.00	EUR 0	EUR 171.00	120.84	0	120.84

Total Claim Amount: USD \$ 4,215,017.88

* Amounts due in EUR have been converted to US Dollars using the exchange reference rate published by European Central Bank through Bloomberg for September 15, 2008: 1 EUR = 1.4151 USD.

** Interest accrued until September 14, 2008 (included).

EVIDENCE OF TRANSFER OF CLAIM

TRANSFER AGREEMENT